### **EXHIBIT F**

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

TERWIN ADVISORS LLC, and TERWIN WAREHOUSE MANAGEMENT LLC, as Program: Administrator for and Assignee of TERWIN MORTGAGE WAREHOUSE TRUST II, SERIES : AGAINST DEFENDANTS SILVER LVIII,

Plaintiffs,

\_\_\_\_X

VS.

SILVER STATE FINANCIAL SERVICES, INC., MICHAEL STODDART, and LYNN WOODRUM, :

Defendants.

: No. 1:07-cv-3647-JGK

: STATEMENT OF DAMAGES : STATE FINANCIAL SERVICES, : INC., MICHAEL STODDART : AND LYNN WOODRUM

I, Mathew J. Borger, am a member of the Bar of this Court and a partner with Klehr, Harrison, Harvey, Branzburg & Ellers LLP, counsel for plaintiffs Terwin Advisors LLC and Terwin Warehouse Management LLC in the above-captioned matter. I submit the following Statement of Damages against defendants Silver State Financial Services, Inc. ("Silver State"), Michael Stoddart and Lynn Woodrum in connection with plaintiffs' application for entry of default judgment against defendants Silver State, Michael Stoddart and Lynn Woodrum. Attached hereto as Exhibit 1 is a copy of the Complaint in this matter. Attached hereto as Exhibit 2 is a copy of Summons upon Silver State. Attached hereto as Exhibit 3 is a copy of the Certificate Of Service Of Summons And Complaint Upon Defendant Silver State. Attached hereto as Exhibit 4 is a copy of the Summons upon defendant Michael Stoddart. Attached hereto as Exhibit 5 is a copy of the Summons upon defendant Lynn Woodrum. Attached hereto as Exhibit 6 is a copy of the Declaration of Service of Summons and Complaint upon Defendants Michael Stoddart and Lynn Woodrum.

Plaintiffs Terwin Advisors LLC and Terwin Warehouse Management LLC are entitled to damages against defendants Silver State Financial Services, Inc., Michael Stoddart and Lynn Woodrum as follows:

COUNT I
Terwin Warehouse Management LLC v. Silver State Financial Services, Inc.

Principal amount sued for	\$956,034.63
Interest at 9% pursuant to N.Y. C.P.L.R. §§ 5001 and 5004 from 2/15/07	\$34,180.85
through 7/10/07	·
Attorneys' fees	\$14,241.50
Costs and disbursements	\$866.19
Total (as of July 10, 2007)	\$1,005,323.17

# COUNT II Terwin Warehouse Management LLC v. Lynn Woodrum

Principal amount sued for	\$956,034.63
Interest at 9% pursuant to N.Y. C.P.L.R. §§ 5001 and 5004 from 2/15/07	\$34,180.85
through 7/10/07	
Attorneys' fees	\$14,241.50
Costs and disbursements	\$866.19
Total (as of July 10, 2007)	\$1,005,323.17

# COUNT III Terwin Warehouse Management LLC v. Michael Stoddart

Principal amount sued for	\$956,034.63
Interest at 9% pursuant to N.Y. C.P.L.R. §§ 5001 and 5004 from 2/15/07	\$34,180.85
through 7/10/07	
Attorneys' fees	\$14,241.50
Costs and disbursements	\$866.19
Total (as of July 10, 2007)	\$1,005,323.17

# COUNT IV Terwin Advisors LLC v. Silver State Financial Services, Inc.

Principal amount sued for	\$5,359,272.96
Interest at 9% pursuant to N.Y. C.P.L.R. §§ 5001 and 5004 from 2/15/07	\$371,330.26
through 7/10/07	
Attorneys' fees	\$14,241.50
Costs and Disbursements	\$866.19
Total (as of July 10, 2007)	\$5,745,710.91

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: Philadelphia, Pennsylvania

July 10, 2007

KLEHR, HARRISON, HARVEY, BRANZBURG & ELLERS LLP

Matthew J. Borger (MB 7898)

260 South Broad Street, 4th Floor

Philadelphia, PA 19102 Tel.: 215-568-6060

Fax: 215-568-6603 Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

JUDGE KOEIIL OZ.CV 3647

TERWIN ADVISORS LLC, and TERWIN
WAREHOUSE MANAGEMENT LLC, as Program
Administrator for and Assignee of TERWIN
MORTGAGE WAREHOUSE TRUST II, SERIES
LVIII,

<u>COMPLAINT</u>

Plaintiffs,

vs.

SILVER STATE FINANCIAL SERVICES, INC., : MICHAEL STODDART, and LYNN WOODRUM, :

Defendants.



Plaintiffs, Terwin Advisors LLC ("Terwin Advisors") and Terwin Warehouse Management LLC ("Terwin Warehouse") as Program Administrator for and Assignee of Terwin Mortgage Warehouse Trust II, Series LVIII, a series of Terwin Mortgage Warehouse Trust II (the "Trust"), by their attorneys, for their complaint, aver as follows:

#### THE PARTIES

- 1. Plaintiff, Terwin Advisors is a Delaware limited liability company with its principal place of business at 45 Rockefeller Plaza, Suite 420, New York, New York. Terwin Advisors is in the business of, inter alia, purchasing, selling and securitizing mortgage loans.
- 2. Plaintiff, Terwin Warehouse is a Delaware limited liability company with its principal place of business at 45 Rockefeller Plaza, Suite 420, New York, New York. Terwin Warehouse is in the business of, <u>inter alia</u>, purchasing, selling and lending with respect to mortgage loans.
- 3. Terwin Advisors and Terwin Warehouse are each a citizen of New York, New Jersey, California and Delaware for purposes of 28 U.S.C. § 1332.

- 4. Terwin Warehouse's sole member is Terwin Asset Management LLC ("TAM"), a limited liability company. The members of TAM are Terwin Employees LLC ("Employees") and Terwin Holdings LLC ("Holdings"), which are also limited liability companies. The members of Employees are 13 natural persons, seven of whom are citizens of New York, five of whom are citizens of New Jersey and one of whom is a citizen of California. The members of Holdings are Employees and Shinsei Capital (USA) Limited, a Delaware corporation with its principal place of business in New York.
- 5. Terwin Advisors' sole member is Holdings. The members of Holdings are described in the preceding paragraph.
- 6. Defendant, Silver State Financial Services, Inc. ("Silver State") is a Nevada corporation with its principal place of business at 2920 N. Green Valley Parkway 424, Henderson, Nevada. Silver State was in the business of, inter alia, originating and selling mortgage loans.
- 7. Upon information and belief, Defendant Michael Stoddart is a Nevada resident with an address of 211 Wanda Road, Henderson, Nevada. Mr. Stoddart is President of Silver State.
- 8. Upon information and belief, Defendant Lynn Woodrum is a Nevada resident with an address of 7 Larkside Court, Henderson, Nevada. Mr. Woodrum is Secretary and Treasurer of Silver State.

### JURISDICTION AND VENUE

- 9. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a), in that the matter in controversy exceeds the sum of \$75,000 exclusive of interests and costs, and is between citizens of different states.
  - 10. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because the

defendants agreed to exclusive venue in this Court and, in the alternative, because a substantial part of the events and omissions giving rise to the claims in this action occurred in this District.

11. Defendants are subject to personal jurisdiction in this District because they consented to exclusive jurisdiction in this District and, in the alternative, because they transacted business in the State of New York and contracted to supply goods or services in the state of New York.

### FACTS COMMON TO ALL CLAIMS

# The Terwin Advisors Purchase Agreement, The Terwin Warehouse Purchase Agreement And The Guaranties

- Seller and Servicer entered into that certain Seller's Purchase, Warranties and Interim Servicing Agreement (as amended, the "Terwin Advisors Purchase Agreement"). Pursuant to the Terwin Advisors Purchase Agreement, Silver State contracted to sell to Terwin Advisors certain mortgage loans subject to the terms and conditions in the Terwin Advisors Purchase Agreement and to service those mortgage loans.
- 13. Pursuant to the Terwin Advisors Purchase Agreement, Terwin Advisors agreed to purchase, and Silver State agreed to sell, certain mortgage loans. In addition, pursuant to the Terwin Advisors Purchase Agreement, Silver State agreed to interim service the mortgage loans Terwin Advisors purchased. On and after March 1, 2004, Terwin Advisors did purchase a substantial number of mortgage loans from Silver State pursuant to the Terwin Advisors Purchase Agreement. Terwin Advisors has fully performed all its obligations under and relating to the Terwin Advisors Purchase Agreement.
- 14. On or about October 12, 2006, Terwin Warehouse as Program Administrator, the Trust as Purchaser and Silver State as Seller and Servicer entered into that certain Seller's Purchase, Warranties and Servicing Agreement (the "Terwin Warehouse Purchase Agreement").

- 15. The Terwin Warehouse Purchase Agreement provides in Section 1.01, that "[t]he duties, rights and obligations of the Purchaser [the Trust] hereunder shall from time to time be performed or enforced, as applicable, by the Program Administrator [Terwin Warehouse] . . . ." Accordingly, Terwin Warehouse brings its claims in this action as Program Administrator and assignee of the Trust's claims against Silver State to enforce the rights of the Trust against Silver State. Such assignment is expressly permitted by Section 13.12 of the Terwin Warehouse Purchase Agreement.
- 16. Pursuant to the Terwin Warehouse Purchase Agreement, the Trust agreed to purchase, and Silver State agreed to sell, certain mortgage loans. In addition, pursuant to the Terwin Warehouse Purchase Agreement, Silver State agreed to interim service the mortgage loans the Trust purchased.
- 17. In connection with the Terwin Warehouse Purchase Agreement, Silver State's principals Stoddart and Woodrum personally guaranteed Silver State's obligations under the contract.
- 18. Specifically, on or about October 12, 2006, Defendant Stoddart and the Trust entered into that certain guaranty (the "Stoddart Guaranty").
- 19. Pursuant to the Stoddart Guaranty, Stoddart promised to unconditionally and irrevocably guarantee to the Trust in an unlimited amount the due and punctual payment and/or performance of all of Silver States' obligations under the Terwin Warehouse Purchase Agreement.
- 20. Further, on or about October 12, 2006, Defendant Woodrum and the Trust entered into that certain guaranty (the "Woodrum Guaranty").
- 21. Pursuant to Section 1.1 of the Woodrum Guaranty, Defendant Woodrum promised to unconditionally and irrevocably guarantee to the Trust in an unlimited amount the

due and punctual payment and/or performance of all of Silver State's obligations under the Terwin Warehouse Purchase Agreement.

22. On and after October 12, 2006, the Trust did purchase a substantial number of mortgage loans from Silver State pursuant to the Terwin Warehouse Purchase Agreement. The Trust and Terwin Warehouse have fully performed all their obligations under and relating to the Terwin Warehouse Purchase Agreement.

### Silver State Goes Out Of Business And The Defendants Breach Their Contracts With Terwin

- 23. In February 2007, Silver State informed Terwin Warehouse that it was having financial problems, was unable to pay its debts as they became due and that it intended to shut its doors and go out of business.
  - 24. Silver State did, in fact, go out of business on or about February 14, 2007.
- 25. Pursuant to Section 7.02(xii) of the Terwin Warehouse Purchase Agreement, an Event of Default shall have occurred if any Material Adverse Effect occurs. Pursuant to the terms of the Terwin Warehouse Purchase Agreement, a Material Adverse Effect is deemed to have occurred when any other event occurs which could have a material adverse effect upon the validity, performance or enforceability of the Terwin Warehouse Purchase Agreement, or upon the properties, business or condition, financial or otherwise of Silver State.
- 26. Silver States' financial collapse constitutes an Event of Default under the Terwin Warehouse Purchase Agreement.
- 27. By letter dated February 15, 2007, Terwin Warehouse provided Silver State with Notice of its Default of the Terwin Warehouse Purchase Agreement.
  - 28. Silver State has breached the Terwin Advisors Purchase Agreement as well.
- 29. Pursuant to Section 3.05 of the Terwin Advisors Purchase Agreement, Silver State contracted to repurchase any mortgage loan (the "Repurchase Obligation") if (a) a

mortgagor was thirty (30) days or more delinquent with respect to any of the first three (3) monthly payments due on the related mortgage loan immediately following the date Terwin Advisors purchased the mortgage loan or (b) a mortgage loan was in bankruptcy or litigation within the first three (3) months immediately following the date Terwin Advisors purchased the mortgage loan (collectively an "Early Payment Default").

- 30. In fact, a number of mortgage loans Terwin Advisors purchased from Silver State were subject to Early Payment Default pursuant to Section 3.05 of the Terwin Advisors Purchase Agreement.
- 31. Terwin Advisors provided written notice to Silver State of the Early Payment Defaults and demanded that Silver State satisfy its Repurchase Obligation pursuant to Section 3.05 of the Terwin Advisors Purchase Agreement.
- 32. Despite such written demand, Silver State has not repurchased the Early Payment Default mortgage loans. Silver State's failure to repurchase the Early Payment Default mortgage loans constitutes a breach of the Terwin Advisors Purchase Agreement.
- 33. Silver State has also breached the Terwin Advisors Purchase Agreement by failing to compensate Terwin Advisors for mortgage loans that were fully paid off early.
- Agreement, Silver State contracted to provide certain purchase price protection (the "Purchase Price Protection") to Terwin Advisors in the event any first lien mortgage loan prepaid in full at any time prior to the fourth payment due date immediately following the date Terwin Advisors purchased such mortgage loan and/or with respect to any second lien mortgage loan in the event such mortgage loan prepaid in full during the twelve (12) month period from and after the date Terwin Advisors purchased such mortgage loan (collectively, "Early Payment In Full").
  - 35. Pursuant to Section 3.06 of the Terwin Advisors Purchase Agreement, in the

event of an Early Prepayment In Full, Silver State contracted to reimburse Terwin Advisors the Purchase Price Protection pursuant to a formula set forth in Section 3.06 of the Terwin Advisors Purchase Agreement.

- 36. In fact, a number of mortgage loans Terwin Advisors purchased from Silver State were subject to Early Payment In Full.
- 37. Silver State has not reimbursed Terwin Advisors the Purchase Price Protection for the Early Payment In Full mortgage loans as required by the Terwin Advisors Purchase Agreement. Silver State's failure to reimburse Terwin Advisors the Purchase Price Protection for the Early Payment In Full mortgage loans constitutes a breach of the Terwin Advisors Purchase Agreement.

### COUNT I – BREACH OF CONTRACT TERWIN WAREHOUSE AGAINST SILVER STATE

- 38. Plaintiffs incorporate herein by reference the foregoing paragraphs of this Complaint as if fully set forth at length herein.
  - 39. Silver State has materially breached the Terwin Warehouse Purchase Agreement.
- 40. As a result, Terwin Warehouse has suffered damages in an amount in excess of \$956,034.63.
- 41. In addition, Silver State is contractually obligated to pay Terwin Warehouse its reasonable attorneys' fees and costs associated with prosecuting this action.
- 42. All conditions precedent to Terwin Warehouse's right to recover from Silver State the amounts due and owing have been performed or have occurred.

WHEREFORE, Terwin Warehouse respectfully demands judgment in its favor and against Silver State in an amount in excess of \$956,034.63 plus attorneys' fees, costs, interest and such other and further relief as the Court deems just and proper.

-7-

#### COUNT II – BREACH OF CONTRACT TERWIN WAREHOUSE AGAINST STODDART

- 43. Plaintiffs incorporate herein by reference the foregoing paragraphs of this Complaint as if fully set forth at length herein.
  - 44. Stoddart has materially breached the Stoddart Guaranty.
- 45. As a result, Terwin Warehouse has suffered damages in an amount in excess of \$956,034.63.
- 46. In addition, Stoddart is contractually obligated to pay Terwin Warehouse its reasonable attorneys' fees and costs associated with prosecuting this action.
- 47. All conditions precedent to Terwin Warehouse's right to recover from Stoddart the amounts due and owing have been performed or have occurred.

WHEREFORE, Terwin Warehouse respectfully demands judgment in its favor and against Stoddart in an amount in excess of \$956,034.63 plus attorneys' fees, costs, interest and such other and further relief as the Court deems just and proper.

#### COUNT III – BREACH OF CONTRACT TERWIN WAREHOUSE AGAINST WOODRUM

- 48. Plaintiffs incorporate herein by reference the foregoing paragraphs of this Complaint as if fully set forth at length herein.
  - 49. Woodrum has materially breached the Woodrum Guaranty.
- 50. As a result, Terwin Warehouse has suffered damages in an amount in excess of \$956,034.63.
- 51. In addition, Woodrum is contractually obligated to pay Terwin Warehouse its reasonable attorneys' fees and costs associated with prosecuting this action.
- 52. All conditions precedent to Terwin Warehouse's right to recover from Woodrum the amounts due and owing have been performed or have occurred.

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WHEREFORE, Terwin Warehouse respectfully demands judgment in its favor and against Woodrum in an amount in excess of \$956,034.63 plus attorneys' fees, costs, interest and such other and further relief as the Court deems just and proper.

### COUNT IV – BREACH OF CONTRACT TERWIN ADVISORS AGAINST SILVER STATE

- 53. Plaintiffs incorporate herein by reference the foregoing paragraphs of this Complaint as if fully set forth at length herein.
  - 54. Silver State has materially breached the Terwin Advisors Purchase Agreement.
- 55. As a result, Terwin Advisors has suffered damages in an amount in excess of \$5,359,272.96.
- 56. In addition, Silver State is contractually obligated to pay Terwin Advisors its reasonable attorneys' fees and costs associated with prosecuting this action.
- 57. All conditions precedent to Terwin Advisors' right to recover from Silver State the amounts due and owing have been performed or have occurred.

WHEREFORE, Terwin Advisors respectfully demands judgment in its favor and against Silver State in an amount in excess of \$5,359,272.96 plus attorneys' fees, costs, interest and such other and further relief as the Court deems just and proper.

KLEHR, HARRISON, HARVEY, BRANZBURG & ELLERS LLP

Jeffrey D. Kurtzman (JK 7689)

Matthew J. Borger (MB 7898)

260 South Broad Street, 4th Floor

Philadelphia, PA 19102

Tel.: 215-568-6060 Fax: 215-568-6603 Attorneys for Plaintiffs

AO 440 (Rev. 10/93) Summons in a Civil Action - SDNY WEB 4/99

# United States District Court

 DISTRICT	OF	

TERWIN ADVISORS LLC and TERWIN WAREHOUSE MANAGEMENT LLC,

SUMMONS IN A CIVIL CASE

٧.

SILVER STATE FINANCIAL SERVICES, INC., MICHAEL STODDART, AND LYNN WOODRUM, CASE NUMBER:

3647

TO: (Name and address of defendant)

SILVER STATE FINANCIAL SERVICES, INC. c/o R. Glen Woods 1340 Galleria Dr., #200 Henderson, Nevada 89014

ILDGE KOELTL

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Matthew J. Borger, Esq. Klehr, Harrison, Harvey, Branzburg & Ellers LLP 260 South Broad Street, 4th Floor Philadelphia, PA 19102

an answer to the complaint which is herewith served upon you, withinsummons upon you, exclusive of the day of service. If you fail to do so, judg the relief demanded in the complaint. You must also file your answer with the of time after service.	days after service of thisment by default will be taken against you for Clerk of this Court within a reasonable period
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J. MICHAEL McMAHOLI

MAY 0 8 2007.

DATE

RETURN OF SERVICE  Privice of the Summons and Complaint was made by me <sup>1</sup> E OF SERVER (PRINT)  TITLE  DATE  TITLE  DESCRIPTION  TITLE  Left copies thereof at the defendant. Place where served:  Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable ag discretion then residing therein.	le age and
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Returned unexecuted:	
Other (specify):	
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DECLARATION OF SERVER  I declare under penalty of perjury under the laws of the United States of America that the foregoinformation contained in the Return of Service and Statement of Service Fees is true and correct.  Executed on	
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<sup>(1)</sup> As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

Case 1:07-cv-03647-JGK Document 3

Filed 06/26/2007 Page 1 of 4

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

TERWIN ADVISORS LLC, and TERWIN : WAREHOUSE MANAGEMENT LLC, as Program : Administrator for and Assignee of TERWIN : MORTGAGE WAREHOUSE TRUST II, SERIES : LVIII, :

Plaintiffs,

VS.

SILVER STATE FINANCIAL SERVICES, INC., MICHAEL STODDART, and LYNN WOODRUM,

Defendants.

: No. 1:07-cv-3647-JGK

: CERTIFICATE OF SERVICE OF
: SUMMONS AND COMPLAINT
: UPON DEFENDANT SILVER STATE
: FINANCIAL SERVICES, INC.

I, Mathew J. Borger, am a member of the Bar of this Court and a partner with Klehr, Harrison, Harvey, Branzburg & Ellers LLP, counsel for plaintiffs Terwin Advisors LLC and Terwin Warehouse Management LLC in the above-captioned matter. I caused to be served upon defendant Silver State Financial Services, Inc. the summons and complaint in this matter as evidenced by the original Affidavit of Service attached hereto as Exhibit A.

Dated: June 26, 2007

KLEHR, HARRISON, HARVEY, BRANZBURG & ELLERS LLP

Matthew J. Berger (MB 7898) 260 South Broad Street, 4<sup>th</sup> Floor

Philadelphia, PA 19102 Tel.: 215-568-6060

Fax: 215-568-6603 Attorneys for Plaintiffs

### EXHIBIT A

Case 1:07-cv-03647-JGK

Document 3

Filed 06/26/2007

Page 3 of 4

AFFIDAVIT OF SERV. E

CASE NO .: 07-CV-3647

UNITED STATES DISTRICT COURT	SOUTHERN DISTRICT OF	STATE OF NEW YORK
Terwin Advisors, LLC,	et al	Plaintiff(s)/Petitioner(s)
vs		,
Silver State Financial Service	es, inc., et al	Defendant(s)/Respondent(s)
County of Clark , State of Neather Chamberlain , being do and is a citizen of the United States, over 18 years of under license #604, and not a party to or interested in May 16, 2007 at 9:55 AM at Resident served the within:  Summons & Complaint	ally sworn deposes and says: age, licensed to serve civil p the proceeding in which this	rocess in the State of Nevada affidavit is made. On
UPON: Silver State Finance (herein called recipient) therein named.  INDIVIDUAL by delivering a true copy of each to see the c	aid recipient personally.	
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Time

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\_Approx, weight\_

business [ ] dwelling house (usual place of abode) within the state. Affiant was unable, with due

diligence to find recipient or a person of suitable age and discretion, having attempted as follows:

Affiant caused a copy of same to be enclosed in a first class postpaid sealed wrapper properly

addressed to recipient at recipient's last known [ ] residence [ ] place of employment at:

and caused said wrapper to be deposited in a post office official depository under exclusive

A description of the Defendant, or other person served, or spoken to on behalf of the Defendant is as follows:

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Sitting

Day

Day

Date

Date

Time

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Approx. Age 51 - 65 Yrs.

Receptionist

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Legal Process Service, 626 S. 8th Street, Las Vegas, NV 89101

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[ ] The above mailing was made by certified mail (Receipt No.

MILITARY SERVICE 

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WITNESS

**FEES** 

**PHOTO** 

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Date

Date

éfore me on this day of

Sex Female

Approx, Height

NOTARY PUBLIC Legal Process Service STATE OF NEVADA County of Clark NORMA P. McMAHAN

Affiant-Heather Chamberlain

License # 604

Appt. No. 93-3447-1WorkOrderNo 0702631 My Appl. Expires July 1, 2009

Grey

Other

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Case 1:07-cv-03647-JGK Document 3 Filed 06/26/2007

Page 4 of 4

AO 440 (Rev. 10/93) Summons in a Civil Actio. GDNY WEB 4/99

# United States District Court

DISTRICT OF

TERWIN ADVISORS LLC and TERWIN WAREHOUSE MANAGEMENT LLC.

SUMMONS IN A CIVIL CASE

٧.

SILVER STATE FINANCIAL SERVICES, INC., MICHAEL STODDART, AND LYNN WOODRUM, CASE NUMBER:

TO: (Name and address of defendant)

SILVER STATE FINANCIAL SERVICES, INC. c/o R. Glen Woods 1340 Galleria Dr., #200 Henderson, Nevada 89014

MOGE KOEML

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Matthew J. Borger, Esq. Klehr, Harrison, Harvey, Branzburg & Ellers LLP 260 South Broad Street, 4th Floor Philadelphia, PA 19102

an answer to the complaint which is herewith served upon you, within \_\_\_\_ summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHO'J

MAY 0 8 2007

(BY) DEPUTY CLERK

AO 440 (Rev. 10/93) Summons in a Civil Action - SDNY WEB 4/99

United States I	District	Court
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DISTRICT OF

TERWIN ADVISORS LLC and TERWIN WAREHOUSE MANAGEMENT LLC,

SUMMONS IN A CIVIL CASE

V.

SILVER STATE FINANCIAL SERVICES, INC., MICHAEL STODDART, AND LYNN WOODRUM,

CASE NUMBER:





TO: (Name and address of defendant)

MICHAEL STODDART 211 Wanda Road Henderson, Nevada 89002

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Matthew J. Borger, Esq. Klehr, Harrison, Harvey, Branzburg & Ellers LLP 260 South Broad Street, 4th Floor Philadelphia, PA 19102

an answer to the complaint which is herewith served upon you, within	20	days after service of this-
summons upon you, exclusive of the day of service. If you fail to do so, judg	ment by default	will be taken against you for
summons upon you, exclusive of the day of service. If you fail to do so, judg	Clark of this Car	rt within a reasonable period
the relief demanded in the complaint. You must also file your answer with the	CIER OI LIIS COU	at Within a reasonable ponde
of time after service.		

MAY 0 8 2007

DATE

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	DECLARATIO	N OF SERVER	
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AO 440 (Rev. 10/93) Summons in a Civil Action - SDNY WEB 4/99

# United States District Court

DISTRICT OF	
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TERWIN ADVISORS LLC and TERWIN WAREHOUSE MANAGEMENT LLC,

SUMMONS IN A CIVIL CASE

٧.

CASE NUMBER:

SILVER STATE FINANCIAL SERVICES, INC., MICHAEL STODDART, AND LYNN WOODRUM,

3647 JUDGE KOELTL

TO: (Name and address of defendant)

LYNN WOODRUM 7 Larkside Court Henderson, Nevada 89014

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Matthew J. Borger, Esq. Klehr, Harrison, Harvey, Branzburg & Ellers LLP 260 South Broad Street, 4th Floor Philadelphia, PA 19102

thin	20	days after service of this
an answer to the complaint which is herewith served upon you, within		
summons upon you, exclusive of the day of service. If you fail to do so	, judgment by default v	will be taken against you for
the relief demanded in the complaint. You must also file your answer wit	th the Clerk of this Cou	rt within a reasonable period
		•
of time after service.		

I. MICHAEL McMAHON

Tarios Quintero

MAY 0 8 2007

CLERK

DATE

(BY) DEPUTY CLERK

Service of the Summons and Complaint was made by me*  JATE  JITLE  Check one box below to indicate appropriate method of service  Served personally upon the defendant. Place where served:  Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion than residing therein.  Name of person with whom the summons and complaint were left:  Returned unexecuted:  Other (specify):  STATEMENT OF SERVICE FEES  AVEL  SERVICES  TOTAL  DECLARATION OF SERVER  I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.  Executed on  Date  Signature of Server		RETURN OF	SERVICE	
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<sup>(1)</sup> As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

Case 1:07-cv-03647-JGK Document 6-8 Filed 07/24/2007 Page 30 of 46

Document 4 Case 1:07-cv-03647-JGK

Page 1 of 17 Filed 06/27/2007

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

TERWIN ADVISORS LLC, and TERWIN WAREHOUSE MANAGEMENT LLC, as Program: Administrator for and Assignee of TERWIN MORTGAGE WAREHOUSE TRUST II, SERIES : OF SUMMONS AND COMPLAINT LVIII,

: No. 1:07-cv-3647-JGK

: DECLARATION OF SERVICE : UPON DEFENDANTS : MICHAEL STODDART AND LYNN WOODRUM

VS.

SILVER STATE FINANCIAL SERVICES, INC., MICHAEL STODDART, and LYNN WOODRUM, :

Defendants.

Plaintiffs,

I, Mathew J. Borger, am a member of the Bar of this Court and a partner with Klehr, Harrison, Harvey, Branzburg & Ellers LLP, counsel for plaintiffs Terwin Advisors LLC and Terwin Warehouse Management LLC in the above-captioned matter. I caused to be served upon defendants Michael Stoddart and Lynn Woodrum the Summons and Complaint in this matter as follows:

- This action was commenced on May 8, 2007 with the filing of a Summons and 1 Complaint against defendants Silver State Financial Services, Inc. ("Silver State"), Michael Stoddart and Lynn Woodrum.
- Defendant Silver State was served on May 16, 2007. A Certificate of Service of 2. Summons and Complaint on defendant Silver State was filed electronically on June 26, 2007 and in hard copy on June 27, 2007.
- On May 30, 2007, Irma L. Gloria, Esq. of Woods Erickson Whitaker & Maurice 3. LLP contacted me by telephone. Ms. Gloria told me she represented Silver State and requested a two-week extension of Silver State's time to answer or otherwise plead from June 5, 2007 to

June 19, 2007. I agreed to such an extension.

- 4. On that May 30, 2007 telephone call, I asked Ms. Gloria whether she also represented defendants Michael Stoddart and Lynn Woodrum. She stated that she did represent defendants Michael Stoddart and Lynn Woodrum. I aksed Ms. Gloria whether she was authorized and would agree to accept service of the Summons and Complaint in this matter on behalf of defendants Michael Stoddart and Lynn Woodrum. Ms. Gloria said that she was authorized and would accept service of the Summons and Complaint in this matter on behalf of defendants Michael Stoddart and Lynn Woodrum.
- 5. On June 4, 2007, Ms. Gloria sent me a letter confirming our telephone call and my agreement to a two-week extension for Silver State to answer or otherwise plead. A copy of Ms. Gloria's June 4, 2007 letter to me is attached hereto as Exhibit 1.
- 6. On June 7, 2007, I wrote to Ms. Gloria confirming the fact that she agreed to accept service of process upon her clients Michael Stoddart and Lynn Woodrum. In my June 7, 2007 letter to Ms. Gloria, I enclosed the Summons upon Mr. Stoddart, the Summons upon Mr. Woodrum and two copies of the Complaint. I sent the letter by federal express overnight delivery. A copy of my June 7, 2007 letter to Ms. Gloria, the Summons upon Michael Stoddart and the Summons upon Lynn Woodrum are attached hereto as Exhibit 2. A copy of the Federal Express airbill is attached hereto as Exhibit 3.
- 7. On June 8, 2007 at 10:50 a.m., Ms. Gloria received my letter, the Summons upon Mr. Stoddart, the Summons upon Mr. Woodrum and the two copies of the Complaint. A copy of the Federal Express package tracking detail is attached hereto as Exhibit 4.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Case 1:07-cv-03647-JGK Filed 07/24/2007 Page 32 of 46 Document 6-8

Page 3 of 17 Filed 06/27/2007 Case 1:07-cv-03b47-JGK Document 4

Dated: June 27, 2007

KLEHR, HARRISON, HARVEY, BRANZBURG & ELLERS LLP

Matthew J. Borger (MB 7898) 260 South Broad Street, 4th Floor

Philadelphia, PA 19102 Tel.: 215-568-6060

Fax: 215-568-6603

Case 1:07-cv-03647-JGK

Document 4

Filed 06/27/2007

Page 5 of 17

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WOODS ERICKSON

Ø 001

R. Glen Woods\*;
John R. Erickson\*
Brian C. Whitaker!
Asron R. Maurice
Jason M. Wiley!
Irma L. Glorin
Travis J. Wright\*\*
Brynn D. Dixon
Scott R. Taylor
Ammon B. Chase

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\*\*Also Admitted in Voltanea

WOODS ERICKSON
WHITAKER & MAURICE LLP

ATTORNEYS AT LAW

1349 West Galleria Drive Spite 200 Henderson, NV 89014 Telephone: 702.433.9696 Telefax: 702.434.0615 Website: www.wnodserickson.com

June 4, 2007

VIA FACSIMILE (215-568-6603)

Matthew J. Borger, Esquire KLEHR, HARRISON, HARVEY, BRANZBURG & ELLERS LLP 260 South Broad Street Philadelphia, PA. 19102-5003

Re:

Silver State Financial Services Inc., d/b/a Silver State Mortgage, et. al adv. Terwin Advisors LLC and Terwin Warehouse Management LLC Case No: 07 CV 3647-U.D. District Court

Dear Mr. Borger:

Thank you for your telephone conversation with my paralegal, Kristy Garcia, on June 1, 2007. As stated in my call to your office, we are legal counsel to Silver State Financial Services, Inc., dba Silver State Mortgage "Silver State" herein.

This is to confirm the extension granted by you for Silver State to answer or otherwise respond to the Complaint on file herein. It is our understanding that we have a two (2) week extension through Tuesday, June 19, 2007.

Thank you for your professional courtesy in this regard.

Very truly yours,

L'Aloria

ILG/kg

Page 7 of 17 Filed 06/27/2007 Document 4 Case 1:07-cv-03647-JGK KLEHR, HARRISON, HARVEY, BRANZBURG & ELLERS LLP

MORTON R. BRANZBURG LAWRENCE J. AREM RICHARD S. ROISMAN JEFFREY KURTZMAN FRANCIS M. CORRELL, JR. CARL S. PRIMAVERA PAUL G. NOFER BARRY J. SIEGEL STEPHAN L. CUTLER DAVIDS, EAGLE" CHARLES A. ERCOLE WILLIAM W. MATTHEWS III LAWRENCE D. ROVIN SHAHAN G. TEBERJAN DANIEL P. O'BRIEN DON P. FOSTER HEATHER I. LEVINE

MARC H. STOFMAN

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LEE R. SUSSMAN WILLIAM R. HINCHMAN

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JOSHUA S. WANDERERTH

ROBERT A. MCKINLEY

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> (215) 568-6060 FAX: (215) 568-6603 www.klehr.com

NEW JERSEY OFFICE 457 HADDONFIELD ROAD SUITE 510 CHERRY HILL, NEW JERSEY 08002-2220 (856) 486-7900

DELAWARE OFFICE 919 MARKET STREET SUITE 1000 WILMINGTON, DELAWARE 19801-3062 (302) 426-1189

June 7, 2007

DAVID J. SANDER JULIE HOLLAND KINKOPF BRETT D. FELDMAN MICHAEL W. YURKEWICZ† CHRISTOPHER A. WARD\*\* JULIE BEDDINGFIELD+ MARK S. O'BRIEN\*\*\* WILLIAM T. HILL DARWIN R. BEAUVAIS JOSEPH P. BRADICA TRACY L. HASLETT JENNIFER L. SCHERER DAWN N. ZUBRICK S. JUSTIN DAVIS NICOLE R. FAUX JEFFREY D. SPANN DANIEL R. COOPER RANDOLPH C. RELIFORD KIMBERLY KUPKA

OF COUNSEL

LEONARD M. KLEHR

LYNN A. COLLINS

ALBERT T. KEYACK MICHAEL C. FORMAN\*\*\*\*

MARY B. HALFPENNY KATHLEEN E. TORBIT SHERRY OLIN LEMONICK

DONALD M. HARRISON PETER J. NORMAN MARY ELLEN O'LAUGHLIN STEPHEN C. SUSSMAN RICHARD C. DeMARCO ANTHONY P. TABASSO RANDI L. RUBIN LISA A. LORI MATTHEW H, WERTHMAN WILLIAM J. CLEMENTS KELLY A. GREEN\*\* JAWAD H. SALAH††† MARK A. BEAVER JANAKI R. CATANZARITE KEITH LORENZE RYAN A. SILVERMAN ASIM A. ALAM�� JOHN C. CASCARANOTT ZAL A KUMAR ††† MATTHEW H. CARLSON MATTHEW P. ROSENBERG G. MATTHEW BARNARD

MEMBER OF NEW YORK & DELAWARE BAR ONLY
 MEMBER OF DELAWARE BAR ONLY

\*\*\* MEMBER OF OHIO BAR ONLY
\*\*\* MEMBER OF NEW JERSEY BAR ONLY

1 MEMBER OF DELAWARE & MASSACHUSETTS BAR ONLY
11 MEMBER OF GEORGIA & PERNISYLVANIA BAR ONLY
111 MEMBER OF NEW YORK BAR ONLY

\* MEMBER OF NORTH CAROLINA & PENNSYLVANIA BAR ONLY
\*\* MEMBER OF CALIFORNIA & NEW JERSEY BAR ONLY

A MEMBER OF TEXAS BAR DNLY

Direct Dial: (215) 569-4159 E-Mail: mborger@klehr.com

#### VIA FEDERAL EXPRESS

Irma L. Gloria, Esquire WOODS ERICKSON WHITAKER & MAURICE LLP 1349 West Galleria Drive, Suite 200 Henderson, NV 89014

> Terwin Advisors LLC, et al. v. Silver State Financial Services, Inc., et al., U.S. District Court, S.D.N.Y., Case No. 07 CV 3647

Dear Ms. Gloria:

I write to confirm our telephone conversation in which you agreed to accept service of process upon your clients Michael Stoddard and Lynn Woodrum.

Enclosed please find the Summons upon Mr. Stoddard, the Summons upon Mr. Woodrum and two copies of the Complaint.

Irma L. Gloria, Esquire June 7, 2007 Page 2

Thank you for your professional courtesy in this matter. Please call me if you have any questions.

Very truly yours,

Matthew J. Borger

MJB/sls Enclosures

Filed 07/24/2007

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Case 1:07-cv-03647-JGK

Document 4

Filed 06/27/2007

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AO 440 (Rev. 10/93) Summons in a Civil Action - SDNY WEB 4/99

# United States District Court

DISTRICT OF \_

TEDWIN ADVISORS LLC and TERWIN

TERWIN ADVISORS LLC and TERWIN WAREHOUSE MANAGEMENT LLC,

SUMMONS IN A CIVIL CASE

V

SILVER STATE FINANCIAL SERVICES, INC., MICHAEL STODDART, AND LYNN WOODRUM,

CASE NUMBER:



3647

IDCE KOETL

TO: (Name and address of defendant)

MICHAEL STODDART 211 Wanda Road Henderson, Nevada 89002

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Matthew J. Borger, Esq. Klehr, Harrison, Harvey, Branzburg & Ellers LLP 260 South Broad Street, 4th Floor Philadelphia, PA 19102

an answer to the complaint which is here	ewith served upon you, within	20	days after service of this
summons upon you, exclusive of the d	ay of service. If you fail to do	so, judgment by default w	ill be taken against you for
the relief demanded in the complaint. Y	ou must also file your answer v	with the Clerk of this Court	within a reasonable period
of time after service.			

J. MICHAEL McMAHON

MAY 0 8 2007

DATE

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(BY) DEPUTY CLERK

Case 1:07-cv-03647-JGK

Document 4

Filed 06/27/2007

Page 10 of 17

AO 440 (Rev. 10/93) Summons in a Civil Action -SDNY WEB 4/99				
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Filed 07/24/2007

Page 40 of 46

Case 1:07-cv-03647-JGK

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Filed 06/27/20u7

Page 11 of 17

AO 440 (Rev. 10/93) Summons in a Civil Action - DNY WEB 4/99

# United States District Court

DISTRICT OF \_\_\_\_\_

TERWIN ADVISORS LLC and TERWIN WAREHOUSE MANAGEMENT LLC,

SUMMONS IN A CIVIL CASE

v

CASE NUMBER:

SILVER STATE FINANCIAL SERVICES, INC., MICHAEL STODDART, AND LYNN WOODRUM,

ON CV 3647
IUDGE KOELTL

TO: (Name and address of defendant)

LYNN WOODRUM 7 Larkside Court Henderson, Nevada 89014

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Matthew J. Borger, Esq. Klehr, Harrison, Harvey, Branzburg & Ellers LLP 260 South Broad Street, 4th Floor Philadelphia, PA 19102

an answer to the complaint which is h	erewith served upon you, within	20	days after service of this
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of time after service.			

J. MICHAEL McMAHON

MAY 0 8 2007

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(BY) DEPUTY CLERK

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Case 1:07-cv-03647-JGK

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Filed 06/27/2007 Page 14 of 17

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Page 1 of 2

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   Entrepreneur.com When you're about to embark on developing a business plan, remember this: Form follows function, so you want a plan that fits your exact business needs. The emphasis should ...
- Crafting a Simple Business Plan
   Entrepreneur.com When I first started working with business plans back in the late 1970s, the average plan was much longer and more complex than what I see today. That might be because business ...
- Independent Contractor Agreements
   AllBusiness.com Your business must have a good form of agreement when hiring independent contractors. A thorough agreement should cover these items.

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